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January 31, 2020

Honorable John G. Koeltl
United States District Court
Southern District of New York
500 Pearl Street
New York, New York 10007-1312

Re: Case: Nasr v. Nissan Infiniti
Docket Number: 1:19-CV-05133 JGK
Our File Number: 19R0924

THE FEBRUARY 3, 2020
CONFERENCE IS CANCELED,
AND THE CASE IS STAYED
PENDING ARBITRATION. THE
PARTIES SHALL UPDATE THE
COURT ON THE STATUS OF
THE CASE WITHIN SEVEN (7)
DAYS AFTER THE DATE OF
CONCLUSION OF THE ARBITRATION
PROCEEDINGS.

Dear Judge Koeltl:

The parties have agreed to resolve this matter through binding arbitration. Attached please find a copy of the arbitration agreement, executed by both parties. As the arbitration agreement indicates, the hearing is currently scheduled for February 19, 2020. Pursuant to the arbitration agreement, the matter will be discontinued with prejudice, upon the arbitration hearing.

Under the circumstances, we request that the conference scheduled before this Court for Monday, February 3, 2020 at 4:30 pm be adjourned for a date after the arbitration, at which time the parties will provide this Court with an executed stipulation of discontinuance.

USDC SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC#

DATE FILED: 2-3-20

I have been unable to reach the plaintiff's attorney to discuss this matter.

Very truly yours,


Susan Duncan

CC:

The Ashley Law Firm, PLLC
Attorneys for Plaintiff
Dava Nasr
50 Broadway, Suite 1000
New York, NY 10004
212-513-1300

THE JANSEN GROUP, INC.

366 North Broadway, Suite PHE6, Jericho, New York 11753

199 Water Street, 16th Floor, New York, New York 10038

10 Bank Street, Suite 650, White Plains, New York 10606

(T): 516 433-3474

(F): 516 433-3495

AGREEMENT

The Jansen Group Case Number: 58708

Claim Number: 0074282760101042

In the Matter of the Arbitration Between:

Claimant(s): Nasr, Dava

and

Defendant(s): Tirado, Hajji

The undersigned parties hereby submit the present matter to The Jansen Group, Inc. pursuant to the then current Rules of Procedure. The parties agree that: (a) any and all pending litigation and/or claims regarding this specific action shall be discontinued with prejudice upon the hearing of this matter; (b) if the case is in suit, a stipulation of discontinuance with prejudice will be provided prior to the hearing; (c) that the decision of the arbitrator shall be final and binding (subject to any high-low limitations agreed upon by the parties); (d) any award rendered or settlement reached is conclusive only as to the matters being adjudicated in this conference pertaining to the parties present. The award/settlement in this conference is non res judicata nor will it have collateral estoppel effect as to the same or similar issues in companion claims or actions arising out of the incident which is the subject of this conference, except to the extent mandated by applicable laws; (e) any award issued pursuant to this agreement is inclusive of any and all fees known or unknown, costs, disbursements and interest. No prejudgment interest will be added to the award; (f) all documentation, witnesses, evidence and/or discovery to be presented, shall be exchanged between the parties no later than ten (10) days prior to the scheduled hearing date; (g) if the defendant(s) has not conducted a physical exam, it is agreed that should one have been held, the results would have been negative; or if a no fault IME(s) was conducted and exchanged, it is agreed between all parties that it will be used as the defendant(s) IME(s); (h) this agreement may not be modified unless done so in writing and subscribed and agreed to by all parties; (i) The fee arrangement for this matter is agreed upon and payable to The Jansen Group, Inc. upon the scheduling of the hearing. Additional fees will apply to hearing time in excess of the first hour. Time refers to the combination of hearing time/conference time, study, research and preparation of decision. Counsel or a party's representative accepts responsibility for payment of all fees regardless of the outcome of this matter. (j) any party or non party hereby agrees to waive any claim or cause of action against The Jansen Group, Inc. and to release The Jansen Group, Inc. from any and all liability, including but not limited to, any liability arising from or relating to any act or omission on the part of any arbitrator retained by The Jansen Group, Inc.; (k) upon receipt of the award and general release of all claims submitted to the arbitration, the defendant's representative will have 21 days to pay all sums on the award. No interest shall accrue on the award until 21 days from the date of receipt of the award and the general release from the defendant carrier.

The service agreed to be utilized: High/Low Arbitration: ☒


Issues to be decided upon are: Damages: ☒ Liability: ☒

It is hereby agreed, by and between the parties, that any award in this matter be restricted to no less than \$ 10,000.00 and no more than \$ 90,000.00. It is further agreed that the stipulated amounts are confidential and shall not be disclosed to the appointed arbitrator before, during or after the hearing. Upon receipt of the award herein, plaintiff shall provide a duly executed general release.

Agreed and Accepted: (This form may be signed in counterparts)

Claimant by: Mitchell Ashmead Esq.
Signature: 
Telephone: (212) 613-1300 FAX: (212) 385-1916

Date: 12/9/19

Defendant by: Robert Gehhardt, GEICO Woodbury
Counsel: Susan Duncan Esq. Legal #19R0924
Signature: 
Telephone: (516) 486-5044 FAX: 5162138163

Date: 12/10/19

This arbitration is scheduled for 02/19/20 at 1:00 PM before H.O. Victor D'Ammora.